

STATE OF NEW HAMPSHIRE
Department of Employment Security

State of New Hampshire
Employment Security
45 South Fruit Street
Concord, N.H. 03301

RFB Opening: 07/21/2016 (2:30 p.m. EST)
RFB #: RFB NHES2017-02

REQUEST FOR BID FOR: MAINTENANCE AGREEMENT FOR ONE DIGITAL DUPLICATOR

PLEASE DIRECT ANY QUESTIONS REGARDING THIS REQUEST FOR BID TO: Jill D. Revels, NHES
Unless specifically deleted by Employment Security the following General Terms and Conditions apply to this Request for Bid and any resulting Contract.

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. This bid invitation is submitted in accordance with Chapter 21-1 and rules promulgated thereunder, and constitutes a firm offer. A bid may not be withdrawn unless permission is obtained from Employment Security.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at Employment Security before the date and time specified for the opening. Bids must be submitted on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS: Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at Employment Security at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made.

AWARD: The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the bid invitation. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made in accordance with Administrative Rules.

Discounts will not be considered in making the award, but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent, should such responding bidder be awarded the contract, shall set forth in writing prior to the date and time of bid opening detailing the grounds for belief and detailed description of patent.

ASSIGNMENT PROVISION. The vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-1:14 for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATES OPTION. Employment Security reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION. Bidder hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY. Bidder agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with the bid specifications. When requested, the vendor must immediately supply Employment Security with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by Employment Security are part of the bid and will apply to any contract awarded to the bidder unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the bidder.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Company Name: _____

Address: _____

Telephone(Local): _____ **(Toll Free)** _____

Fax Number: _____

Authorized Signature: _____

(Type or Print Name Here)

This document must be signed by a person who is authorized to legally obligate the bidder. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the bidder and that any and all other terms and conditions submitted by the bidder are null and void even if such terms and conditions have terminology to the contrary. Bidder shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

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1. The State of New Hampshire, acting through Employment Security engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at its sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt and approval by the State of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

- 8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2.** failure to submit any report required hereunder; or
- 8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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Instructions for Request for Bid (RFB)

RFB #: RFB NHES2017-02

REQUEST FOR BID:

Maintenance Agreement for One (1) Standard SD 650 Duplicator

NOTE TO VENDORS

Read and follow these instructions carefully. Many bid responses are submitted incorrectly due to vendor failure to read and follow all instructions. Should you have any questions, refer to the instructions entitled "RFB Inquiries".

PURPOSE

The purpose of this bid invitation is to establish one maintenance agreement contract for one (1) Standard SD 650 Duplicator, for the State of New Hampshire, Department of Employment Security, in accordance with the requirements of this bid invitation and any resulting order.

LOCATION

All prices for repair and maintenance service must be FOB destination as defined. The location for this service is 45 South Fruit Street, Concord NH. Equipment may be inspected prior to bidding by appointment only.

CONTRACT AWARD

This contract shall be awarded in total. The award of the contract shall be based upon the net low bid for repair service and maintenance, including all parts and labor (no consumable supplies), as indicated in the "Offer" section of this bid.

RFB INQUIRIES

This RFB is issued for New Hampshire Employment Security, the sole point of contact for the State of New Hampshire during the selection process.

Inquiries must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Submissions must clearly identify the RFB Number, the Vendor's name, address and the name of the person submitting the question.

Please take the time to read the RFB carefully before submitting inquiries and make your inquiries as clear as possible. Reference the section of the RFB in question. All inquiries or proposed changes must be submitted in writing and received at the Employment Security at least five calendar days prior to the bid opening. Inquiries must be submitted by e-mail to Jill D. Revels at the following address:
Jill.D.Revels@nhes.nh.gov.

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TIMELINE

- 07/08/2016 – Bid solicitation (RFB) posted and distributed.
- 07/13/2016 – Deadline for questions, clarifications or requested changes.
- 07/15/2016 – Responses to questions, clarifications or requested changes.
- 07/21/2016 – Deadline for submitting bids. (Bids are due by 2:00 p.m. Eastern Standard Time).

ADDENDA

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, Employment Security will post any Addenda on the NH Purchase and Property and NHES websites. Before submitting your bid, always check the sites for any addenda or other materials that may have been issued. The web site address for NH Purchase and Property is: www.admin.state.nh.us/purchasing/bids.asp

TERMS OF SUBMISSION; RETURN OF COMPLETE ORIGINAL RFB

Vendors must submit a complete response to this RFB. It is mandatory that the vendor conform and respond in accord with the RFB instructions and requirements with completeness and clarity of content. Your "Original" bid submission must include a complete printout of the entire RFB, including a fully filled out "Vendor's Bid Response."

SUBMISSION OF BID RESPONSE

Your RFB response MUST conform to the following criteria to be considered for award:

All responses must be delivered in sealed packages; permanently marked showing the following information on the outside of the package:

- Vendor's Name and Address
- RFB Number (**RFB NHES2017-02**)
- BID Due Date (**07/21/2016 – 2:00 p.m. EST**)
- Indicated as "SEALED BID"
- Entitled: "Repair Service and Maintenance Agreement for Standard Digital Duplicator"

The "ORIGINAL" RFB submission must be clearly and permanently marked "ORIGINAL" on the cover.

No forms other than the attached pricing quote sheet may be used to submit pricing for this bid.

- Price Response Sheet must be either typewritten or legibly printed in permanent ink.
- Any change, strikeover or other evidence of alteration to Price Response Sheet **MUST** be initialed by bid signer.
- A **single vendor** will be awarded the contract for repair and maintenance of the machine. This will be a one year contract, as indicated on the price form. Prices are to include preventive maintenance and repair services as described in the specifications. In addition to the original, Vendors must also submit one (1) identical "COPY" of the bid response which must be clearly and permanently marked "COPY" on the front.

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The response package must be delivered to the following address:

**New Hampshire Employment Security
45 South Fruit Street
Concord NH 03301-4857
Attention: Jill D. Revels, Business Administrator**

All responses must be received at Employment Security at the above address on or before 2:00 p.m. EST on the bid due date stated on the first page of this bid. Bids will be opened at 2:30 p.m. Vendors mailing their responses must allow for sufficient time for delivery by the deadline. Bids received later than the specified date and time may not be considered.

VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire. In order to become duly registered, the following processes must be completed:

- **State of New Hampshire Vendor Application:** Bidders must have a completed Vendor Application and W-9 Form* on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms www.admin.state.nh.us/purchasing/bids.asp .
**Do not submit these documents as part of your bid submission.*
- **New Hampshire Secretary of State Registration:** A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state).

SUBCONTRACTORS

The vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its response and any resulting contract. The vendor must describe in its bid any intended use of third (3rd) parties or subcontractors. The State must approve any use of subcontractors in writing prior to any work being performed.

CANCELLATION OF RFB

The State reserves the right to cancel this solicitation at any time prior to contract award in which case all responses will be rejected.

BID PRICES

Bid prices shall include all parts, labor, shipping cost, and travel that may be required to maintain equipment.

ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a bid.

BID MUST BE SIGNED ON FRONT COVER SHEET TO BE CONSIDERED.

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REQUEST FOR BID

Full Service Maintenance Agreement

SECTION I. TERMS OF BID AND CONTRACT

(a) The awarded vendor must adhere to the general terms and conditions listed within the State of New Hampshire General Provision Statement as well as the State of New Hampshire General Conditions for Bidding and Contracts included in this bid invitation. ***No alterations may be made to this bid invitation or the terms and conditions after the vendor inquiry period.*** Any alterations will result in disqualification of the bid.

(b) This repair service and maintenance contract will be in effect for a one (1) year period beginning on or about August 1, 2016 through July 30, 2017, depending upon the date of contract execution and Governor and Council approval, if applicable. Any request for service placed by the State within the time period of this contract, even up to the last minute, is to be covered in accord with the terms described herein.

(c) This repair service and maintenance contract may be renewed for one additional term of one year by written mutual agreement between the Department of Employment Security and the contracted vendor. Depending upon the cost, any such contract extension may be subject to New Hampshire Governor and Council approval.

SECTION II. SCOPE OF SERVICES

For purposes of understanding the scope of services required through this contract, the agency owns and requests full service maintenance on one (1) Standard SD 650 Duplicator located in Concord New Hampshire:

**One (1) Standard SD 650 Duplicator Serial # F1821000008
Purchased in 2003**

SECTION III. MINIMUM FUNCTIONAL REQUIREMENTS OF THE SERVICE

This Parts and Labor maintenance contract (no consumable supplies) will be awarded to the low bidder offering to meet or exceed all of the following minimum functional requirements:

1. Minimum functional requirements of service dictate contractor will provide 8:00 A.M to 5:00 P.M, five (5) days a week, Monday - Friday onsite service when requested by NH Employment Security, with no limit on the number of service calls placed by NH Employment Security.
2. Contractor must provide certified, trained "Standard" technicians for machine service.

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3. Technicians are required to contact service location within one hour, to provide an estimated time of arrival. The service call window should not be greater than 4 hours.
4. All maintenance, parts and labor are to be included in quarterly charge.
5. Contractor must have website or e-mail system for placing service calls.
6. Contractor **is not** allowed to charge for parts or labor that may need immediate replacement due to lack of service from previous vendor.
7. This is a parts and labor only maintenance agreement. NH Employment Security will not pay or be responsible to pay for any mileage or travel time for any services requested or performed.

SECTION IV. INVOICING REQUIREMENTS

Contractor agrees to provide NH Employment Security with services as indicated in Sections II and III of this RFB at prices quoted in Vendor's Bid Response attached at P. 9 of this RFB.

Contractor agrees to perform specified services in a professional manner and in accordance with specifications.

Contractor will direct questions/issues regarding technical aspects of work to Employment Security's Project Manager for this contract, Doug Hamer. Mr. Hamer can be reached via e-mail, douglas.s.hamer@nhes.nh.gov, or his office phone, 603-228-4131.

If NH Employment Security should decide to replace or retire the listed equipment within contract period, full service maintenance for replaced or retired equipment will be removed from contract within fourteen (14) working days of written notification to Contractor. After such time NH Employment Security will not be responsible for any full service maintenance charges of replaced or retired equipment.

INVOICES

Contractor will invoice quarterly a flat dollar amount for parts and labor. Ink and Masters (Consumable Supplies) will be billed separately as needed.

Invoices will be sent to: **Jill D. Revels, Business Manager**
 Fiscal Management Section
 NH Employment Security
 45 South Fruit Street
 Concord, NH 03301

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SECTION V. REQUIREMENTS OF THE SUCCESSFUL BIDDER

Upon receipt of contract award notification, the successful bidder must furnish the following:

1. A signed and completed Contract Form P-37, provided by Agency at award of bid.
2. A fully executed Certificate of Vote/Authority, providing evidence that the person signing the agreement for the company is duly authorized to do so.
3. Certificate of Comprehensive General Liability Insurance in the amount of \$1 million or more per each occurrence, \$2 million in the aggregate, and proof of Workers' Compensation coverage for vendor's employees.
4. Certificate of Good Standing from the New Hampshire Secretary of State's Office.

The awarded vendor must also be certified as noted in RFB instructions.

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VENDOR'S BID RESPONSE

RFB #: RFB NHES2017-02

Firm: _____

Contact Person: _____ Phone: _____

E-Mail: _____

Please list pricing. Mark in appropriate areas

One Standard SD 650 Digital Duplicator	Dollar Amount
Yearly Charge for parts and labor	\$